

952663

BOOK 4633 PAGE 921

RECORDING REQUESTED BY
First American Title Company

MAIL TO:

FEC 16-72 11238 11025 2.80

First American Title Company
P. O. Box 2103
Bakersfield, California

Recorded by R. Y. A. VERCAUTEREN

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TRACT 3451

THIS DECLARATION is made by LAKE ISABELLA DEVELOPMENTS, INC., a California Corporation, hereinafter referred to as the "Declarant", concerning that certain real property described as Tract 3451 as per map recorded in Book 23 Pages 36 TO 39, inclusive, of Maps, Kern County Recorder's Office, State of California.

280

WITNESSETH:

WHEREAS, Declarant is the owner of the above-described real property and intends to impose thereon certain beneficial restrictions upon a general plan of improvement for the benefit of said property and the future owners thereof; and

WHEREAS, it is Declarant's intention that all of said property be held, conveyed, encumbered, used and improved as a real estate development project encompassing nondedicated roads, subject to the covenants, conditions and restrictions contained in this Declaration, all of which are in furtherance of a plan for the use, improvement and sale of said property; and

WHEREAS, all of the covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all parties having or claiming in any manner whatever any right, title or interest in said property or any part thereof;

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby declares as follows:

1. COVENANTS, CONDITIONS & RESTRICTIONS - The following covenants, conditions and restrictions shall apply to the use and enjoyment of each lot in the above-described Tract and shall run with the title to said property and each portion thereof:

a. No mining, milling, quarrying or drilling operations shall be conducted upon any lot in said Tract.

b. Each independent mobile home shall be at least 400 square feet of floor space measured from outside walls (except with the approval of the Board of the Property Owners Association), shall comply with all requirements of State law and all regulations issued pursuant thereto, and shall be otherwise at all times maintained in good condition and repair.

c. Any dwelling created upon any lot in the tract and subsequent tracts shall have a floor area exclusive of porches and garage of at least 600 square feet, and shall comply with all requirements of applicable building codes.

d. No used or temporary buildings or structures shall be erected, placed or maintained upon any lot in the tract and subsequent tracts.

2. NATURE OF COVENANTS, CONDITIONS & RESTRICTIONS - Each and all of the covenants, conditions and restrictions set forth herein is and are for the benefit of each owner of each lot, or any interest therein, and each and all of said covenants, conditions and restrictions shall inure to and pass with each and every lot or portion thereof and shall apply to and bind the respective successors in interest of each owner. Every act or omission whereby any covenant, condition or restriction is violated in whole or in part is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest, and/or by the owners of any lot, and such remedy shall be deemed cumulative and not exclusive. The failure by any of the aforementioned or their legal representatives, heirs, successors or assigns to enforce any of said covenants, conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

3. VALIDITY - If any part of these covenants, conditions and restrictions is declared invalid or unenforceable, it shall not effect the remaining portions thereof, and Declarant herewith affirms that this declaration would have been effected irrespective of the invalidity or unenforceability of any part thereof.

4. DURATION - These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recordation hereof, and shall be automatically renewed for successive periods of ten years unless a majority of the property owners shall act to alter or revise them at the end of any of such periods.

5. NON-DEDICATED STREETS - The Term "non-dedicated streets" shall refer to a parcel of land or non-exclusive easement not owned by the county, cities or state or federal governments, which is not offered for dedication for public use and which is used or intended to be used for access to the lots within the tract and subsequent tracts itself, or parcels adjacent thereto.

IN WITNESS WHEREOF the undersigned have executed this Declaration this 10th day of January 1972.

LAKE ISABELLA DEVELOPMENT, Inc.

Glen Deaton
Glen Deaton, Vice President

A. R. Richards
A. R. Richards, Secretary

STATE OF CALIFORNIA,
COUNTY OF KERN

ON January 10 1972

before me, the undersigned, a Notary Public in and for said State, personally appeared Glen Deaton and A. R. Richards

known to me to be the Vice President and Secretary of the LAKE ISABELLA DEVELOPMENT, Inc. the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.



WITNESS my hand and official seal.

Walter A. Smith
Notary Public in and for said State.

END OF DOCUMENT

952063

RECORDING REQUESTED BY
First American Title Company

SUPPLEMENTAL DECLARATION OF

BOOK 4653 PAGE 493

MAIL TO:
First American Title Company
P. O. Box 2103
Bakersfield, California

COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TRACT NO. 3451

This supplemental declaration is made by Lake Isabella Developments, Inc., hereinafter referred to as the "Declarant", concerning that certain real property described as Tract No. 3451, as per map recorded in Book 23, Pages 36 to 39 inclusive, of maps in the Office of the County Recorder of Kern County, California, in contemplation of the following facts:

This Declaration shall be a supplement to that certain Declaration executed by Declarant and recorded February 16, 1972 in Book 4633, Page 921, Official Records of said Kern County. 10⁰⁰

FIRST: Declarant is the owner of the above described real property and intends to impose thereon certain beneficial restrictions upon a general plan of improvement for the benefit of said property and the future owners thereof.

SECOND: It is the Declarant's intention that all said property be held, conveyed, encumbered, used and improved as a real estate development project encompassing non-dedicated roads, and drainage easements subject to the covenants, conditions and restrictions contained in this Declaration, all of which are in furtherance of a plan for the use, improvement and sale of said property.

THIRD: All of the covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding on all parties having or claiming in any manner whatever any right, title or interest in said property or any part thereof.

NOW, THEREFORE, in consideration of the foregoing, Declarant does hereby declare that such covenants, conditions and restrictions are as follows:

1. DEFINITIONS. As used in this Declaration.

a. The term "non-dedicated street" shall refer to a parcel of land or non-exclusive easement not owned by the County, cities or State or Federal Governments, which is not offered for dedication for public use and which is used or intended to be used for access to the lots within the subdivision itself, or parcels adjacent thereto.

b. Project shall be defined to mean the entire parcel of real property, Tract No. 3451.

c. "Lot" shall mean each parcel of land in the tract described by a number on the recorded subdivision map of Tract No. 3451 in Kern County, California.

d. "Improvements" shall mean and include buildings, paving, fences, walls, hedges, planting, poles, signs and any structures of any kind or type.

e. "Owner" shall mean the holder, as a matter of public record, of the fee title to a lot in the above-described real property. In the event there shall be both an equitable owner and an owner (heretofore defined), the term "owner" shall mean, the equitable owner.

f. "Equitable Owner" shall mean any person or persons who has acquired an interest in a lot in the real property above-described under any contract of purchase.

g. "Board" shall mean the Board of Directors of the corporation.

h. "Corporation" shall mean PARADISE COVE DEVELOPMENT ASSOCIATION OF PROPERTY OWNERS, INC.

i. "Common Area" shall mean the non-dedicated streets and drainage easements as shown on the map of Tract 3451.

2. ORGANIZATION OF OWNERS OF THE PROJECT.

a. Type of Organization. The owners of parcels within the project shall comprise an incorporated association to be known as Paradise Cove Development

MAR 17 1972 2 44 29 10:18 AM

Association of Property Owners, Inc. Annual and special meetings of owners shall be held in accordance with the provisions of this Declaration. In any such meeting the presence in person or by proxy of owners owning the majority of the parcels in the project shall constitute a quorum. Each owner shall be entitled to one (1) vote for each parcel owned. No member of this Corporation or his transferees or his successors shall be personally liable for any of the debts, liabilities and/or obligations of the Corporation.

b. Organization Meeting. An organizational meeting of the members shall be held no later than thirty (30) days following the consummation of the sales of at least fifty-one (51%) per cent of the lots within the above-described real property, or within one (1) year after the first sale, whichever occurs first. Notice of time and place of such meeting shall be given by PARADISE COVE DEVELOPMENT ASSOCIATION OF PROPERTY OWNERS, INC., or its authorized agent, to the members in writing by mailing such notice to the address of each respective member as shown in the records of the corporation. Said meeting to be held within the County of Kern, State of California.

c. Annual Meetings. The annual meeting of the members shall be held on the first Tuesday of November of each year, at 7:30 P.M. at such place as the Board of Directors shall fix, for the purpose of electing directors and transacting any other business which may properly come before such meeting. Said meeting to be held within the County of Kern, State of California.

At the organization meeting and each annual meeting, the owners shall elect a Board of Directors for the forthcoming year consisting of three (3) owners. Each owner entitled to vote at any election of members or the board may accumulate his votes and give one candidate a number of votes equal to the number of the members of the board to be elected multiplied by the number of votes to which each such owner is entitled, or to distribute his vote on the same principle among as many candidates as he sees fit. The candidates receiving the highest number of votes after the number of the members of the board to be elected shall be deemed elected.

d. Special Meetings. Special meetings of members shall be held whenever called by the President of the corporation, or by any two (2) or more members of the Board of Directors, and must be called by the President upon receipt of a written request from ten (10%) per cent or more of the entire membership.

e. Notice of Meetings. Notice of meetings of the members, annual or special, shall be given in writing by the Secretary of the corporation to each member, either personally or by mail, addressing same to such member at the address appearing on the records of the corporation, not less than seven (7) days, nor more than sixty (60) days, before the meeting, and shall specify the place, the day and hour of such meeting, all of which must be reasonable, and in case of special meetings, the general nature of the business to be transacted.

f. Majority Vote. At any annual meeting or special meeting of owners at which a quorum is present, the majority of the voting power shall prevail, except in those cases otherwise expressly provided for in this Declaration.

g. Membership. Members of the corporation shall be limited to the owners of lots in the above-described real property. All such lot owners shall become automatically members of the corporation upon recordation of the deeds or execution of contracts of purchase to their lots, and shall be bound by the provisions of the Articles of Incorporation and this Declaration, as they now exist or as they may hereafter be amended. Any member who owns more than one (1) lot shall be deemed to have but one (1) membership, but shall have one vote for each lot owned.

Evidence of membership shall be determined by the records in the Office of the County Recorder of Kern County, California, and in the case of a contract of purchase by records in the Office of PARADISE COVE DEVELOPMENT ASSOCIATION OF PROPERTY OWNERS, INC., or its successor in interest. A change of record title to a lot by the recordation of a deed to any such lot, or the assignment of rights under a contract of purchase, shall be conclusive evidence the grantee named in said deed, or in the case of the assignment of rights under a contract of purchase, it shall be the assignee, being and becoming a member of the corporation, and the membership of the prior land owner shall be thereupon deemed transferred to the new lot owner; provided, however, that a member who owns more than one (1) lot shall continue to be a member as long as he owns a lot.

h. Adjourned Meeting. If any meeting of members cannot proceed because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which subsequent meeting the quorum shall consist of members having only twenty-five (25%) per cent of the total votes.

3. BOARD OF DIRECTORS.

a. Membership of the Board - Term - Removal.

1. The number of permanent directors of the corporation shall be three (3). Said number may be changed by a duly adopted amendment to this Declaration, and except that in no event may the number of directors be less than three (3).

2. Members of the Board of Directors shall be elected by a majority of the votes cast at the annual meeting of the members of the corporation.

3. Every member entitled to vote at any election for directors of the corporation may cumulate his votes and give one (1) candidate the number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or distribute his votes on the same principle among as many candidates as he thinks fit.

4. Vacancies in the Board of Directors may be filled by appointment by the remaining directors, but directors so appointed shall serve only until the next annual meeting of the members.

5. The term of each director's service shall extend until the next annual meeting of the members, and until he is removed in a manner elsewhere provided for herein.

6. Directors may be removed only by vote of the members. The entire Board may be removed by majority vote, but any individual director may be removed only by the cumulative voting procedure set forth in Section 811 of the California Corporations Code.

7. The organizational meeting of a newly elected Board of Directors, including the first permanent board, shall be held within five (5) days of their election, at such time and place as shall be fixed by the directors, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

8. Annual meetings of the Board of Directors shall be held as soon as practicable following the annual meeting of the members, and at such time and place as shall be determined from time to time by a majority of the directors. Notice of annual meetings shall be given to each director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting unless such notice is waived.

9. Special meetings of the directors may be called by the President and must be called at the written request of two (2) or more members of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

b. Quorum - Presiding Officer. A quorum, at director's meetings, shall consist of a majority of the directors present in person or by proxy. If, at any meeting of the Board, there will be less than a quorum present, the majority of those present may adjourn the meeting from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

c. The presiding officer of directors' meetings shall be the President, or in his absence, the Vice President. In the absence of both such officers, the directors present shall designate one of their number to preside.

d. Temporary Administration. The members of the Board of Directors designated in the Articles of Incorporation are temporary and shall be replaced by new members, unless they, or some of the, are re-elected, at an election to be held at the first organizational meeting of the members of this corporation. Until said first election, the rights, duties and functions of the present Board of Directors shall be the same as the regular Board of Directors except that the present members of the Board of Directors shall serve without compensation.

In the event that the present members of the Board of Directors of PARADISE COVE DEVELOPMENT ASSOCIATION OF PROPERTY OWNERS, INC., shall enter into any arrangement or contract with any person or firm for the performance of the obligations of this corporation by such person or entity, the continuance of such arrangement or contract shall be determined by the Board of Directors appointed at the first organizational meeting of the members of this corporation. However, the votes of the members of the Board of Directors who are either officers, directors, or employees of the Declarant who execute the Declaration of Protective Covenants concerning this Tract shall not be counted in any vote on whether to approve any such contract or arrangement, the determination thereof being made by the other members of the Board of Directors.

e. Certificate of Membership. Certificates of membership, numbered and with the seal of the corporation affixed, signed by the President or Secretary or such other officers as may be designated by the Board of Directors, may be issued to each member of the corporation, except that co-owners of any lot shall receive but one (1) certificate.

f. Lots Certificates. A new certificate of membership may be issued in the place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of any such lost or destroyed certificate to comply with such rules and regulations as they may make from time to time in connection therewith.

g. Transfer Certificate. Certificates of membership in this corporation shall be transferrable only to transferees who become an owner of a lot in the above-described real property. Upon such transfer, the membership certificate of the transferor shall be filed with the Secretary, who shall mark such certificate "Cancelled" and issue a new membership certificate to the transferee and new member.

h. Powers of the Board. All of the powers and duties of the corporation shall be exercised by the Board of Directors, including those existing under the common law and statutes, and the Articles of Incorporation, and shall include the following:

To pay for all labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration.

To obtain public liability and property damage insurance insuring the Board and members against any liability to the public or to individual members and their invitees, licensees, or tenants incident to the ownership and/or use of the common area, the coverage of such insurance shall be set by the Board. Such limits may be increased by the Board from time to time in its discretion.

To do all things necessary and reasonable to carry out the objects of this corporation, defined in Article I B of the By-Laws and the duties of the Board in the operation and management of the corporation.

To do all things with respect to any non-dedicated road or public road located in another subdivision which serves as access to said subdivision.

which it is empowered to do hereinabove with respect to non-dedicated streets. To enter into contract with associations or corporations of property owners of neighboring subdivisions for joint maintenance of all roads aforementioned. Provide for posting of signs in accordance with Section 3858 (b) of Ordinance No. G-1120, Kern County, California. The Board's power to pay for reconstruction of the roads should be limited to \$1,000.00 for capital improvements without approval by majority vote.

4. ASSESSMENTS AND MAINTENANCE FUND. All assessments levied by the Board of Directors, whether designated a basic assessment or a further assessment, shall be paid by the owners of lots in the above-described real property, and no lot may be assessed an amount per month or per annum greater or less than any other lot. If there be more than one owner of a lot, the obligations to pay assessments shall be the joint and several liability of all the owners of a lot.

a. Basic Assessment. Beginning on the first day of the month following the sales of fifty-one (51%) per cent of the lots in the real property above-described, the owners of each of the lots shall pay to the Board, to be held and disbursed as a fund to meet the authorized expenditures as provided herein, and to provide adequate reserves for replacement, the sum of \$15.00 per year, per lot. Each such annual payment shall be a separate debt of the owner or owners of the lot against whom it is assessed. The initial basic assessment herein provided may be increased or decreased by the Board; provided that at least 51% of the total voting power of the members of the corporation give their written consent to any such increase or decrease.

b. Further Assessments. If the fund provided by the basic assessment for any reason, including non-payment by any of the owners proves inadequate to maintain the project, and to provide adequate reserves for replacement, and to enable the Board to carry out its duties and responsibilities, the Board may at any time levy a further assessment which shall be assessed equally to each lot in the above-described real property. The Board shall give each owner written notice of the total amount of said further assessment, the amount thereof assessed to each lot, and the date or dates upon which said amount or portion thereof, shall be due and payable. Each such payment so indicated in the written notice shall be a separate debt of the owner or owners of the lot against whom it is assessed and shall be due and payable on the indicated date.

c. Unsold Parcels. Declarant shall pay a pro-rated share of all maintenance costs in the project applicable to unsold parcels, whether completed or not, and both before and after the board of directors provided for in this Declaration is elected and assumes office.

5. DEFAULT IN PAYMENT OF ASSESSMENTS. In the event of default or defaults of the payment of any of the assessments as provided in Article XXVII, of the By-Laws, the Board of Directors may enforce such obligation as follows:

a. Action at Law. The Board may maintain an action at law in the name of the corporation to enforce each assessment obligation. Each such action must be authorized by the Board at a regular or special meeting thereof. Any judgement rendered in any such action shall include a sum for reasonable attorneys fees in such amount as the court may adjudge against the defaulting owner. Upon full satisfaction of any such judgement, it shall be the duty of the Board to authorize delivery of any appropriate satisfaction thereof.

b. Lien.

1. Notice and Claim of Lien. At any time after default of payment of any assessment or installment thereof, the Board, acting upon the authorization of a majority of the quorum at any regular or special meeting, may give a notice to the defaulting owner which shall state the date of delinquency, the amount thereof, and make demand for payment. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to record a Claim of Lien against the parcel of the delinquent owner. Any such Claim of Lien shall state (a) the name of the delinquent owner or reputed owner; (b) a description of the lot in the above-described real property against which the Claim of Lien is made; (c) the amount claimed to be due and owing minus any proper off-set allowed; (d) that the Claim of Lien is made by the Board of Directors pursuant to the terms of this Declaration; and, (e) that a lien is claimed against such described property in an amount equal to the amount of the stated delinquency. Any such Claim of Lien shall be signed and acknowledged by any two (2) or more members of the

Board and shall be dated as of the date the last such Board member executes such Claim of Lien. Upon recordation of a duly executed original or duplicate original of such Claim of Lien, in the Office of the Kern County Recorder, the lien claim thereof shall immediately attach and become effective, subject only to the limitations herein-after set forth. Each default shall constitute a separate basis or a Claim of lien or a lien.

2. Enforcement of Lien. Any such Claim of Lien may be foreclosed by appropriate action in Court or in the manner provided for by law for foreclosure of a mortgage or trust deed under power of sale, in accordance with provisions of Section 2924, 2924B, and 2924C of the California Civil Code, or in any other manner permitted by law. In the event of such foreclosure reasonable attorneys fees shall be allowed to the extent permitted by law. In the event foreclosure is as in the case of a mortgage or trust deed under power of sale, the Board or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law.

Such Claim of Lien shall be prior to all other liens recorded subsequent to the recordation of said Claim of Lien. Unless sooner satisfied and released or the enforcement thereof initiated as heretofore provided, such Claim of Lien shall expire and be of not further force or effect one year from the date of the recordation in the Kern County Recorder's office, provided, however, that said one-year period may be extended by the Board for not to exceed one additional year by recording a written extension thereof. The corporation shall have the power to bid at the foreclosure sale and to hold, lease, mortgage and convey the lot if acquired by the corporation.

3. Release of Lien. In the event any Claim of Lien has been recorded as hereinabove provided and thereafter the Board receives payment in full of the amount claimed to be due and owing, then upon demand of the owner or successor in the payment of a reasonable fee not to exceed \$10.00, the Board, acting by any two (2) members, shall execute and acknowledge and record in the Office of the County Recorder of Kern County, a release of lien, stating the date of the original claim of such lien, the amount claimed, the date and page wherein the lien was recorded, the fact that the lien has been fully satisfied, and that the particular lien is released and discharged. Such release of lien shall be delivered to the owner or his successor upon payment of the above stated fee.

c. Other Means of Enforcement. The Board of Directors may enforce the payment of any delinquent assessment or installment thereof, in any other manner permitted by law.

6. MANAGEMENT.

a. Membership Records. Membership records and accounts for assessments of members shall be maintained in a set of accounting books, in which there shall be an account for each member. Such account shall designate the name and address of the member, the dates and amounts of assessments payable, the amounts paid and the balance due.

b. The depository of the corporation shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the corporation shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by each such persons as are authorized by the Directors.

c. An independent audit of the accounts of the corporation may be made not later than thirty (30) days after the end of the calendar year, and a copy of the report shall be furnished to each member not later than thirty (30) days after its completion, and prior to the annual meeting of the corporation members.

d. Fidelity bonds may be required by the Board of Directors from such officers and employees of the corporation, or agents as the Board may designate. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the corporation.

7. SUBDIVIDER'S GUARANTEE. The subdivider, LAKE ISABELLA DEVELOPMENTS, INC., guarantees as follows:

a. Should any lot owner be in default in the payment of any assessment as herein provided, prior to the sale of the majority of the lots within the subdivision, then, in such event, LAKE ISABELLA DEVELOPMENTS, INC., shall pay to the association any such delinquencies.

b. In addition thereto, LAKE ISABELLA DEVELOPMENTS, INC., shall pay all assessments which are levied on the lots remaining unsold, until sold.

8. CONVEYANCE OF NON-DEDICATED STREETS AND OTHER PROPERTY BY THE CORPORATION.

a. The non-dedicated streets and areas designated as drainage easements upon the filed map of said tract has been conveyed to the corporation by deed recorded February 16, 1972 in Book 4633, Page 923, Official Records of said Kern County.

b. The corporation is hereby granted the power and authority to dedicate or transfer all or any part of the non-dedicated streets or any other property that it may own to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the members of the corporation, provided that no such dedication or transfer or determination as to the purposes or conditions thereof, shall be effective unless (a) there is recorded herewith an instrument signed by members of the corporation, agreeing to such dedication, transfer, purposes or conditions, and (b) written notice of the proposed action sent to every member at least seven (7) but not more than sixty (60) days prior to such action.

9. AMENDMENT. The members, of the corporation, by the affirmative vote of at least seventy-five per cent of the total voting power, may at any meeting, amend any of these Restrictions.

10. VIOLATION OF CONDITIONS. If the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, or restrictions herein it shall be lawful for any other person or persons owning any real property situated in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent or enjoin him or them from doing so or to recover damages or other dues for such violation. Breach of any said covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, covenants, conditions and restrictions shall be binding against any owner of property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

11. Item 1.b. of that certain Declaration Recorded February 16, 1972, shall include to read as follows: The Board of the Property Owners Association's approval or disapproval shall be in writing. In the event said Board fails to approve or disapprove within fifteen days after acknowledgement in writing of the receipt of such request, such approval shall not be required and the related covenants shall be deemed to have been fully complied with.

The Covenants, Conditions and Restrictions in that certain Declaration above referred are hereby incorporated herein as though fully set forth herewith.

IN WITNESS WHEREOF the undersigned have executed this Declaration this 16th day of ~~16~~ March, 1972.

LAKE ISABELLA DEVELOPMENTS, INC.

By W. Richard Secretary

By Blair Dutton V. Pres

SEAL

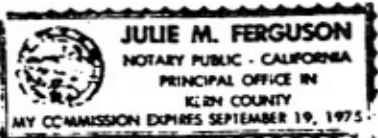
Form 3002—(Corporation) First American Title Company

STATE OF CALIFORNIA

COUNTY OF Kern }

BOOK 4653 PAGE 500

On March 16, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Glen Deaton known to me to be the Vice President, and A. R. Richards known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me, to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



WITNESS my hand and official seal.

Signature *Julie M. Ferguson*

Julie M. Ferguson
Name (Typed or Printed)

(This area for official notarial seal)